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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 22-11744-elf

Emmaivette Vasquez Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Jan 05, 2023 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 07, 2023:

Recipi ID Recipient Name and Address

db + Emmaivette Vasquez, 5914 Roosevelt Boulevard, Philadelphia, PA 19149-3708

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 07, 2023 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 5, 2023 at the address(es) listed below:

Name Email Address

BRIAN CRAIG NICHOLAS

on behalf of Creditor MASTR Asset Backed Securities Trust 2005-WF1 U.S. Bank National Association as Trustee

bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

DENISE ELIZABETH CARLON

on behalf of Creditor MASTR Asset Backed Securities Trust 2005-WF1 U.S. Bank National Association as Trustee

bkgroup@kmllawgroup.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

ZACHARY PERLICK

on behalf of Debtor Emmaivette Vasquez Perlick@verizon.net pireland1@verizon.net

Page 2 of 2 District/off: 0313-2 Form ID: pdf900 Total Noticed: 1 Date Rcvd: Jan 05, 2023

TOTAL: 5

Case 22-11744-elf Doc 32 Filed 01/07/23 Entered 01/08/23 00:30:48 Desc Imaged Page 3 of 5 Certificate of Notice IN THE UNITED STATES BANKRUPTČY COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Emmaivette Vasquez a/k/a Emmaivette Rivera

CHAPTER 13

Debtor(s)

MASTR Asset Backed Securities Trust 2005-WF1, U.S. Bank National Association as

Trustee

NO. 22-11744 ELF

Movant

VS.

Emmaivette Vasquez a/k/a Emmaivette

Rivera

11 U.S.C. Section 362

Debtor(s)

Kenneth E. West

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of December 5, 2022, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$4,114.65, Post-petition funds received after December 5, 2022 will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments: September 2022 through December 2022 at \$1,028.93/month

Suspense Balance: (\$1.07) \$4,114.65 **Total Post-Petition Arrears**

- 2. Debtor(s) shall cure said arrearages in the following manner;
- a). Debtor shall make an immediate payment of \$1,000.00 to Movant towards the post-petition arrears.
- b). The remaining balance of the arrears, \$3,114.65, beginning on January 2023 and continuing through June 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,028.93 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges

being assessed after the 15th of the month), plus an installment payment of \$519.11 for the months of January 2023 through May 2023 and \$519.10 for June 2023 towards the arrearages on or before the last day of each month at the address below;

Specialized Loan Servicing, LLC

6200 S. Quebec St., Suite 300 Greenwood Village, Colorado 80111

c). Maintenance of current monthly mortgage payments to the Movant thereafter.

Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay. In the event of a third default pursuant to the terms of this Stipulation, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

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- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.
- 9. The Chapter 13 Trustee has no objections to the terms of this order. The Chapter 13 Trustee consents to this order without prejudice to any of the Trustee's rights and remedies, and has authorized Secured Creditor's counsel to affix Mr. Etheridge's digital signature.
- 10. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 9, 2022

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire Attorney for Movant

Date: 12/19/2022 /s/ Zachary Perlick Zachary Perlick, Esquire

Attorney for Debtor(s)

/s/ LeRoy W. Etheridge Date: 12/30/2022 LeRoy W. Etheridge Esq. on behalf of

> Kenneth E. West, Esquire, Chapter 13 Trustee

ORDER

Approved by the Court this <u>5th</u> day of 2023. However, the court retains discretion regarding entry of any further order.

> Bankruptcy Judge Eric L. Frank